

TOWN OF LAUDERDALE-BY-THE-SEA INVITATION TO BID

DATE:

ITB NO. 09-09-02

The Town of Lauderdale-By-The-Sea, Florida, hereinafter referred to as the "TOWN", will accept sealed bids at Town Hall, 4501 North Ocean Drive, Lauderdale-By-The-Sea, Florida 33308 for the services described below:

LAUDERDALE-BY-THE-SEA RECREATIONAL AND SENIOR CENTER

Bids must be received either by mail or hand delivery, no later than **2:00 p.m.** local time on **Tuesday, October 20, 2009**, where shortly thereafter bids will be opened, receipt acknowledged and bid amounts will be read out loud. Any bids received after the specified time on said date will be rejected as non-compliant.

The "TOWN" reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids received, to re-advertise for bids, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the "TOWN".

GENERAL INFORMATION AND SCOPE OF WORK

The Town of Lauderdale-By-The-Sea provides a safe, healthy and activity filled environment for seniors residing in Lauderdale-By-The-Sea and surrounding cities. The town is dedicated to the empowerment of senior citizens, youths and community residents by addressing their various needs to continue leading productive and fulfilling lives. The Vendor will hire and train the Senior Center Staff and volunteers and provide direct on-going supervision of the Recreational and Senior Center activities as well as all other necessary administrative support.

The Recreational and Senior Center objective intention is to enhance the quality of life for seniors, youth and residents in an educationally and socially structured environment.

1. Submit monthly Profile report (Exhibit A)
2. Prepare annual calendar (Exhibit B)
3. Maintain Exhibit B and provide on a monthly basis
4. Submit monthly Performance Review (Exhibit C)
5. Supervise instructors and volunteers during activities (Senior Center, Swimming, Tennis and Martial Arts)
6. Maintain attendance-log in (Exhibit D)

Example of Classes and Activities

- Senior Physical Fitness Program [Yoga and Tai Chi classes]
- Senior Information Technology Classes [Computer related activities enables seniors to utilize advanced technology]

- Senior Financial Growth Awareness [Financial literacy and current events related topics]
- Senior Volunteer Program [Provides opportunity for retired seniors to share their wide range of expertise with senior center attendees]
- Senior Education and Personal Growth [Spanish & French language classes]
- Senior Recreational and Social Activities [Games, holiday and monthly socials]
- Senior Arts [Interior Decorating, Drawing, Watercolors and Arts and Crafts classes]
- Swimming, Martial Art and Tennis lessons
- Refer to exhibit B for additional senior center activities

INVITATION TO BIDS REQUIREMENTS

The bid submitted to the "TOWN" shall contain the following elements:

1. Scope of Services Proposed

Clearly describe the scope of services proposed inclusive of approach or work plan.

2. Qualifications

Provide a description of the proposer or firm, including the number of years in business, experience and certifications.

3. References

Provide a list of references where similar services are currently provided or have been contracted and satisfactorily performed within the past three (3) years. For each reference listed, include the name and telephone number of a representative knowledgeable of the services provided.

4. Price Bid

Submit your annual cost for operation of the recreational and senior center. Provide support services directly related to the operation and administration of the Recreational and Senior Center, including, but not limited to Human Resources, Marketing, and Accounting support

5. ITB Submission

No faxed bids will be accepted. The original is to be submitted to the Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale By The Sea, Florida 33308 in a sealed envelope clearly marked **"ITB NO. 09-09-02"** **"TOWN OF LAUDERDALE-BY-THE-SEA RECREATIONAL AND SENIOR CENTER"** on the outside. Any bid, which is bound, must also contain an electronic version on CD-ROM.

6. Addendum, Additional Information

Any addendum issued by the "TOWN" must be acknowledged by the proposer on the form provided by the "TOWN" and become a component of this RFP.

Any clarification pertaining to **"ITB NO. 09-09-02"** shall be directed in writing to the Town Clerk via mail or sent facsimile at 954-776-1857 by August 11, 2009. Also, only communications from proposers that are signed and in writing will be recognized by the "TOWN" as duly authorized expressions on behalf of

the Proposer.

Evaluation Method and Criteria

The contract shall be awarded to the most responsive proposer whose contract components are in the best interest of the TOWN, all factors considered. In determining the "most responsive" the TOWN, shall consider:

- (a) The ability, capacity and skill of the Proposer to perform or provide the service required.
- (b) Whether the Proposer can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- (c) The quality of performance of previous contracts of services, including, but not limited to, "TOWN" contracts.
- (d) The overall cost to the "TOWN".
- (e) The best interests of the "TOWN". As the best interest of the Town may require, the "TOWN" reserves the right to reject any and all bids or waive any minor irregularity or technicality in bids received.

General Conditions

A. Public Entity Crimes Information Statement: "A person or Affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplies, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

B. Any bid may be withdrawn up until the date and time set forth for the receipt of the bids by the "TOWN". Any bid not withdrawn shall constitute irrevocable pricing for a period of 90 days or until one or more of the bids have been duly accepted and an agreement is awarded. No guarantee or representation is made herein as to the time between the bid opening and subsequent award.

C. All applicable laws and regulations of the U.S. Government, State of Florida, Broward County and ordinances and regulations of the "TOWN" will apply to any resulting agreement.

D. Any agreement resulting from the acceptance of a bid shall be on forms either supplied by or approved by the "TOWN" and shall contain, as a minimum, applicable provisions of the Invitation to Bid. The "TOWN" reserves the right to reject any agreement that does not conform to the Invitation to Bid and any "TOWN" requirements for agreement.

E. Conflict of Interest – For purposes of determining any possible conflict of interest, all Proposers must indicate if any Town of Lauderdale-By-The-Sea elected official or employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.13.

F. Insurance

1. Comprehensive General Liability
 - A. Bodily Injury
 1. Each Occurrence 1,000,000
 2. Annual Aggregate 1,000,000
 - B. Property Damage
 1. Each Occurrence 1,000,000
 2. Annual Aggregate 1,000,000
 - C. Personal Injury
 1. Annual Aggregate 1,000,000
2. Workers Compensation
 - A. Workers Compensation Statutory
 - B. Employer's Liability \$ 500,000 per occurrence
3. Compensative Auto Liability
 - A. Injury
 1. Each Occurrence 1,000,000
 2. Annual Aggregate 1,000,000
 - B. Property Damage
 1. Each Occurrence 1,000,000
 2. Annual Aggregate 1,000,000

Coverage shall include owned, hired, and non-owned vehicles.

TOWN OF LAUDERDALE-BY-THE-SEA CERTIFICATION FORM

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDED THE AGREEMENT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE AGREEMENT SHALL CAUSE THE TOWN TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AGREEMENT.

(Signature)

(Date)

Company Name

Printed/Typed Name

TOWN OF LAUDERDALE-BY-THE-SEA INDEMNIFICATION FORM

The Contractor shall indemnify and hold harmless the Town of Lauderdale-By-The-Sea, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically Provided herein, this agreement does not require Contractor to indemnify the Town of Lauderdale-By-The-Sea, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or Proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or Proceeding is brought against the Town of Lauderdale-By-The-Sea by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or Proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea.

The indemnification Provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy Proceeding, or to Provide for such defense, at the Town of Lauderdale-By-The-Sea's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town of Lauderdale-By-The-Sea whether performed by Contractor, or persons employed or utilized by contractor.

The Contractor's obligation under this Provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance Protection. The parties recognize that various provisions of this Agreement, including, but not necessarily limited to this Section, provide for indemnification by _____ and that Florida Statute §725.06 requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by _____. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that _____ is an independent contractor under this Agreement and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

Signature _____

Company Name _____

Date: _____

DRAFT SERVICE AGREEMENT

THIS IS AN AGREEMENT, made this _____ day of _____ 2008, by and between:

THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, a municipal corporation organized and operating under the laws of the State of Florida, hereinafter referred to as "TOWN"

AND

_____. a corporation authorized to do business in the State of Florida, hereinafter referred to as _____.

WITNESSETH:

WHEREAS, the TOWN and _____ have determined that it is in the best interest of the parties to jointly create, operate and fund a Recreational and Senior Center in order to help address the social and recreational needs of the senior, youth and community residents of the TOWN; and

WHEREAS, the TOWN and _____ agree to enter a short-term Service Agreement to monitor and evaluate the success of such services;

NOW THEREFORE, in consideration of the mutual promises, terms, provisions, covenants and payments set forth herein, it is hereby agreed by and between the TOWN and _____ as follows:

1.0 Recitals. The above recitals are true and correct and are hereby incorporated herein.

2.0 Services and Responsibilities of

2.1 _____ agrees to create and operate a Recreational and Senior Center in the TOWN to be operated at the Jarvis Hall, the TOWN card room, and other TOWN locations, as they may be available, for the benefit of the citizens and residents of the TOWN. It is recognized and agreed by the parties that such programming shall be a gradual process that will develop according to the requests of participants and the identification of appropriate volunteers.

2.2 In the operation of the Recreational and Senior Center, _____ shall undertake the following responsibilities:

2.2.1 Hire and train the Senior Center Manager and volunteers.

2.2.2 Provide direct on-going supervision of the Senior Center Manager as well as all other necessary administrative support.

2.2.3 Provide support services directly related to the operation and administration of the Recreational and Senior Center, including, but not limited to Human Resources, Marketing, and Accounting support.

2.2.4 Assist in the promotion of positive media coverage for the Recreational and Senior Center and the TOWN.

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2.3 _____, in consultation with the TOWN Manager, shall identify the interests and needs of the senior, youth and community residents of the TOWN and develop programs to fulfill those needs.

2.4 _____. in consultation with the TOWN Manager, agrees to develop services and activities that will allow seniors to continue to maintain a physically active, emotionally stable, intellectually challenged and socially enriched lifestyle based upon their personal interests and abilities. Further programs shall utilize the talents and past experiences of seniors willing to volunteer their time, for the benefit of their neighbors.

2.5 _____ agrees to make all efforts to promote an awareness of existing services for seniors that may be available and to assist seniors to obtain such needed services as may also be available to them through Federal, State and County programs.

2.6 _____ shall provide computers and computer desks to be used for computer classes to be offered by the Recreational and Senior Center. _____ shall also find, special activities held by the Recreational and Senior Center, including but not limited to functions such as socials.

2.7 _____ agrees to cooperate with the TOWN in the operation of the Recreational and Senior Center and provide monthly progress reports to the TOWN Manager, or his or her designee. _____ shall also provide additional reports to the TOWN Commission and Administration as requested.

2.8 _____ agrees to provide the funding for all office supplies used in the Senior Center office.

2.9 _____ will make its best efforts to identify, apply and obtain available sources of grant funds for Recreational and Senior Center activities.

3.0 Services and Responsibilities of TOWN.

3.1 The TOWN shall make available for use by the Recreational and Senior Center existing space at Jarvis Hall, the TOWN's Card Room and other facilities and locations, such as the tennis and shuffleboard courts, swimming pool that are not otherwise reserved for scheduled activities by other parties.

3.2 In order to coordinate the use of the TOWN's facilities, TOWN hereby designates the TOWN Manager, or his or her designee, as the Project Coordinator for the duration of this Agreement, unless otherwise substituted at the sole discretion of the TOWN Manager. The Project Coordinator shall receive progress reports from _____ regarding the success of the Recreational and Senior Center and shall monitor the success and utilization of the Recreational and Senior Center by the residents of the TOWN.

3.3 The TOWN agrees to provide funding for the term of this Agreement not to exceed \$_____ to be disbursed in equal monthly payments at the beginning of each month during which services shall be rendered in the amount of \$_____. It is expressly agreed that such staff person shall be and remain an employee of _____ and shall not be an employee of the TOWN. The

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TOWN shall further provide office space for use by such staff person, including the use of a telephone line.

3.4 The TOWN shall be reimbursed by _____ when provided TOWN resources to assist with production and distribution of promotional materials, such as advertisements in "Town Topics."

3.5 _____ shall submit a budget to the TOWN on or before June 1, 2010 so the TOWN may consider continuing the Recreational and Senior Center for the Fiscal Year 2010/2011. Upon review and approval of such budget by the TOWN, the TOWN shall continue to provide funds for the purposes enumerated herein.

3.6 The TOWN and _____ agree to cooperate in each other's efforts to operate and manage the Recreational and Senior Center, including, but not limited to, providing any information necessary in order to obtain available grant funds for the operation of the Senior Center.

4.0 Term and Termination.

4.1 This Agreement shall take effect as of the date of execution, hereinafter the "Effective Date". This Agreement shall be for a term of twelve (12) months and may be renewed upon the mutual consent of the parties.

4.2 It is the intent of the parties to continue to provide the developed services and activities provided by the Recreational and Senior Center. However, the parties mutually agree and understand that there is no guarantee of funding by either party or that services may only continue assuming the funding dollars of both parties continue to be available and performance and utilization of the Recreational and Senior Center warrants continued funding.

4.3 This Agreement may be terminated by either party for convenience, upon written notice to the other party. Upon receipt of such notice, the Agreement shall be terminated at the end of the next full calendar month subsequent to the month in which the notice was received in order to allow for the completion of scheduled activities and proper feedback to volunteer instructors and participants.

5.0 Liability Insurance.

5.1 _____ shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN nor shall _____ allow any Subcontractor to commence work on any sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the TOWN prior to the commencement of the work. These Certificates shall contain a provision that coverage's afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

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5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until the termination of this Agreement and any subsequent renewals hereof. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, _____ shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. _____ shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000
- B. Property Damage
 - 1. Each Occurrence 1,000,000
 - 2. Annual Aggregate 1,000,000
- C. Personal Injury
 - Annual Aggregate 1,000,000

5.6 Workers Compensation insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the _____ shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded _____. _____ and its subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$ 500,000 per occurrence

5.7 Comprehensive Auto Liability

- A. Bodily Injury
 - 1. Each Occurrence 1,000,000
 - 2. Annual Aggregate 1,000,000
- B. Property Damage

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1. Each Occurrence 1,000,000
2. Annual Aggregate 1,000,000

Coverage shall include owned, hired, and non-owned vehicles.

5.8 Blanket Fidelity Bonds (employee Dishonesty Bond). _____, at its sole cost and expense, shall obtain a Blanket Fidelity Bond for each and every person, agent or employee who is engaged by _____ and made responsible in any manner by _____ for the exercising or carrying out the duties under this Agreement. The bond shall be with a surety company authorized to do business in Florida and shall be in the amount of no less than three hundred fifty thousand dollars (\$350,000.00) for each person performing the duties of _____. The bond shall be conditioned upon the proper safeguarding of the monies and property for which the person has supervision, custody, or control. The bond shall further be subject to approval by the TOWN.

5.9 _____ shall hold the TOWN, its agents, and employees, harmless on account of claims for damages to persons, property, or premises arising out of the operations to complete this Agreement and name the TOWN as an additional insured under their policy.

5.10 The TOWN reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

6.0 Protection of TOWN's Property.

6.1 All parties hereto understand and agree that the TOWN is self insured and does not intend to purchase property insurance in connection with this Project.

6.2 At all times during the performance of this Contract, _____ shall protect the TOWN's property from all damage whatsoever on account of the work being carried on under this contract.

7.0 Indemnification.

7.1 _____ agrees to release the TOWN from and against any and all liability and responsibility in connection with the above-mentioned matters. _____ further agrees not to sue or seek any money or damages from the TOWN in connection with the above-mentioned matters.

7.2 _____ agrees to indemnify and hold harmless the TOWN, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the TOWN or any third party arising out of, or by reason of, or resulting from the CONSULTANT's negligent acts, errors, or omissions.

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7.3 The parties recognize that various provisions of this Agreement, including, but not necessarily limited to this Section, provide for indemnification by _____ and that Florida Statute §725.06 requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by _____. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

8.0 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that _____ is an independent contractor under this Agreement and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. _____ shall retain sole and absolute discretion in the judgment of the manner and means of carrying out _____ activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of _____, which policies of _____ shall not conflict with the TOWN, H.U.D., or United States policies, rules or regulations relating to the use of _____ funds provided for herein. _____ agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between _____ and the TOWN and the TOWN will not be liable for any obligation incurred by _____, including, but not limited to, unpaid minimum wages and/or overtime premiums.

9.0 Equal Employment Opportunity. In the performance of this Agreement, _____ shall not discriminate against any firm, employee or applicant for employment or any other firm/individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

10.0 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, by hand delivery or by facsimile transmission with confirmation of receipt, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the _____ and the TOWN designate the following as the respective places for giving of notice:

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TOWN: Esther Colon, Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Phone: (954) 776-0576
Fax: (954) 776-1857

COPY TO: Susan L. Trevarthen, Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Phone: (954) 763-4242
Fax: (954) 764-7770

CONTRACTOR: _____

11.0 Ownership. The parties agree that all items, equipment, property and materials owned or purchased by _____ and provided for the execution of this Agreement shall remain the property of _____. The parties further agree that all items, equipment, property and materials owned or purchased by the TOWN and provided for the execution of this Agreement shall remain the property of the TOWN.

12.0 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by _____ without the prior written consent of the TOWN. For purposes of this Agreement, any change of ownership of _____ shall constitute an assignment which requires TOWN approval. However, this Agreement shall run to the TOWN and its successors and assigns.

13.0 Records. _____ shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which _____ expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the TOWN and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries.

14.0 Public Records. Pursuant to Chapter 119, Florida Statutes, Florida's Public Records laws, _____ shall maintain and make available for inspection any and all business records generated pursuant to this Agreement as required by law.

15.0 No Contingent Fees. _____ warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for _____ to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation,

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individual or firm, other than a bona fide employee working solely for _____, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

16.0 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

17.0 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

18.0 Headings. Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.

19.0 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.0 Waiver. Failure of the TOWN to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

21.0 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

22.0 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

23.0 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

24.0 Extent of Agreement. This Agreement represents the entire and integrated agreement between the TOWN and the _____ and supersedes all prior negotiations, representations or agreements, either written or oral.

25.0 Attorney's Fees. In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA

BY: _____

June White, Town Clerk

Mayor Roseann Minnet

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

CONTRACTOR:

Witness Signature

BY: _____

Contractor Signature

Print Witness Name

Print Contractor Name

STATE OF FLORIDA)
) **ss:**
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2009.

NOTARY PUBLIC

My Commission Expires:

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Exhibit "A"

Indicate persons or households. Only unduplicated counts should be given

Total number
served
This Month

Total number
served
year to date

Ethnicity

Hispanic		5
Non-Hispanic	3	247
No Entry		1
1. Total	3	

Racial Data

**#
Hispanic**

11. White	3	242
12. Black/African American		2
13. Asian		3
14. American Indian/Alaskan Native		
15. Native Hawaiian or other Pacific Islander		
16. American Indian/Alaskan Native & White		
17. Asian & White		1
18. Black/African American & White		
19. American Indian/Alaskan Native & Black/African American		
20. Other Multi-Racial		2
No Entry		1
2. Total	3	

Income Data

Very Low Income <30% of area median	1	10
Low Income <50% of area median	1	21
Moderate Income <80% of area median	1	158
Non-Low Moderate Income		24
N/A- Information not given		40
<i>*income levels must equal persons benefiting</i>		
3. Total	3	

Other Demographic Data

Households	3	218
Persons	3	252
Homeless		
Female Head of Household		23
Disabled Persons Assisted		
Elderly Persons Assisted		1
Census Tract served		

Exhibit "A"

Applicable if implementing one of the following activities

Public Services / Public Facilities and Improvements

Total number
this quarter

Total number
year to date

Public Services: Of the persons assisted

Number that have new access to this service or benefit

N/A

Number that have improved access to this service or benefit

N/A

Number that receive a service or benefit that is no longer
substandard

N/A

1. Total

Public Facilities or Infrastructure Improvements

Number that have new access to this type of public facility or
infrastructure improvement

N/A

Number that have improved access to this type of public facility or
infrastructure improvement

N/A

Number served by public facility or infrastructure that is no
longer substandard

N/A

2. Total

Overnight Shelter / Emergency Housing

Number of bed created in overnight shelter or other emergency
Housing

N/A

3. Total

Exhibit "A"

Applicable if implementing one of the following activities
Housing and Economic Development Data

	Total number this quarter	Total number year to date
Rehab: Of the total owner units		
Occupied by elderly	N/A	
Units moved from sub-standard to standard (HQS or local code)	N/A	
Units qualified as Energy Star	N/A	
Units made accessible	N/A	
Units brought into compliance with lead safety rules (24 CFR Part 35)	N/A	

1. Total

1st Time Homebuyers: of total households		
Number received housing counseling	N/A	
Number downpayment assistance / closing costs	N/A	

2. Total

Assistance to Businesses		
Number of <i>new</i> businesses assisted	N/A	
Number of <i>existing</i> business assisted	N/A	
Number of existing businesses <i>expanding</i>	N/A	
Number of existing businesses <i>relocating</i>	N/A	
Number of businesses assisted with commercial façade treatment/ business building rehab	N/A	
Number of businesses assisted that provide goods or services to meet the needs of a service area, neighborhood or community	N/A	
Women owned business		

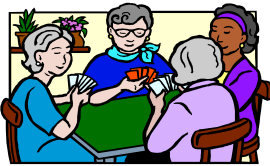


3. Total

Name of Each Business Assisted	DUNS #	N/A
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*DUNS number required for each business

Exhibit "B"

Lauderdale-By-The-Sea Senior Center June 2009

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>
1 10:00 AM- 11:30 AM Everything You Need To Know When Shopping For A Computer <u>11:45 AM - 12:45 PM Video Tai Chi</u> 1:00 PM- 2:30 PM Beginner's Windows(Hands-on) 2:45PM-3: 45 PM Beg. Spanish	2 10:00 AM – 11:30 AM Mastering the Keyboard & Mouse 1:00 PM-3:00 PM Games: Bridge 1:00 PM- 2:30 PM Beginner's Computer: Word Processing (Hands-On) 2:45PM-3: 45 PM Beg. French	3 10:00 AM – 11:30 AM Watercolors 12:30 PM-3: 30 PM <u>* ARTS & CRAFTS WORKSHOP</u> Come and join our craft group. Share your favorite craft or learn a craft from others.	4 10:00 AM – 11:30 AM Internet/E-mail Overview 1:00 PM-2: 30 PM General Computer Questions & Answers 2:30 PM– 3:30 PM Computer Games-Solitaire, FreeCell, Hearts-Yahoo Games	5 10:00 AM – 12:00 PM Bridge 10:00 AM – 11:30 AM Current Interior Decorating Ideas! 10:00 AM- 11:30 AM Playing Music On Your Computer &MP3's 12:00 N – 1:00 PM Travel Stories 1:00 PM-2: 00 PM News &Views 2:00 PM- 3:30 PM Investment
8 10:00 AM – 11:30 AM Intermediate Word Processing 11:45 AM 12:45 PM Tai Chi by Video 1:00 PM- 2:30 PM Computer Greeting Cards/E-Cards 2:45PM-3: 45 PM Beg. Spanish	9 10:00 AM – 11:30 AM Organizing Computer Files & Folders 1:00 PM-3:00 PM Games: Bridge 1:00 PM- 2:30 PM Using Graphic Programs 2:45PM-3: 45 PM Beg. French	10 10:00 AM–11:30 AM Drawing 12:30 PM-3: 30 PM <u>* ARTS & CRAFTS WORKSHOP</u> Come and join our craft group. Share your favorite craft or learn a craft from others.	11 10:00 AM –11:30 AM Computer Slide Show (MS Powerpoint) 1:00 PM-2: 30 PM General Computer Questions & Answers 2:30 PM– 3:30 PM Computer Games-Solitaire, FreeCell, Hearts-Yahoo Games	12 10:00 AM – 12:00 PM Bridge 10:00 AM – 11:30 AM Current Interior Decorating Ideas! 10:00 AM – 11:30 AM Computer Gadgets Workshop-Bring yours and share your thoughts 1:00 PM-2: 00 PM News &Views 2:00 PM- 3:30 PM Investment
15 10:00 AM – 11:30 AM Intermediate Windows 11:45 AM 12:45 PM Tai Chi by Video 1:00 PM- 2:30 PM Backing Up Computer Files/Folders: My Documents, Favorites, Address Book 2:45PM-3: 45 PM Beg. Spanish	16 10:00 AM – 11:30 AM Using CD-DVD Rewritable Drives 1:00 PM-3:00 PM Games: Bridge 1:00 PM- 2:30 PM Using Digital Cameras & Printers 2:45PM-3: 45 PM Beg. French	17 10:00 AM – 11:30 AM Watercolors 12:30 PM-3: 30 PM <u>* ARTS & CRAFTS WORKSHOP</u> Come and join our craft group. Share your favorite craft or learn a craft from others.	18 10:00 AM–11:30 AM Mastering the Keyboard & Mouse 1:00 PM-2: 30 PM General Computer Questions & Answers 2:30 PM– 3:30 PM Computer Games-Solitaire, FreeCell, Hearts-Yahoo Games	19 10:00 AM – 12:00 PM Bridge 10:00 AM – 11:30 AM Current Interior Decorating Ideas! 10:00 AM – 11:30 AM Using Yahoo And Other Interesting Websites 1:00 PM-2: 00 PM News &Views 2:00 PM- 3:00 PM Investment 3:00 PM- 4:00 PM Monthly Social
22 10:00 AM – 11:30 AM Computerized Personal Cards, Labels, Letterheads & Envelopes 11:45 AM 12:45 PM Tai Chi by Video 1:00 PM- 2:30 PM Using Computer Virus Protection Programs 2:45PM-3: 45 PM Beg. Spanish	23 10:00 AM – 11:30 AM Using Scanners, & Printers 1:00 PM-3:00 PM Games: Bridge 1:00 PM- 2:30 PM Internet/E-mail Overview 2:45PM-3: 45 PM Beg. French	24 10:00 AM – 11:30 AM Drawing 12:30 PM-3: 30 PM <u>* ARTS & CRAFTS WORKSHOP</u> Come and join our craft group. Share your favorite craft or learn a craft from others.	25 No Scheduled Activities!	26 No Scheduled Activities!
29 10:00 AM–11:30 AM Organizing Computer Files & Folders 11:45 AM 12:45 PM Tai Chi by Video 1:00 PM-2: 20 PM Shopping On The Internet/Online Banking 2:45PM-3: 45 PM Beg. Spanish	30 10:00 AM–11:30 AM Intermediate Word Processing 1:00 PM-3:00 PM Games: Bridge 1:00 PM-2: 30 PM Intermediate Windows 2:45PM-3: 45 PM Beg. French		 <p>* Participants may bring <u>only battery-powered</u> laptop/notebook computer to hands-on classes – <u>electrical outlets are unavailable</u>. Responsibility for computer operation and safety rests with the owner/operator. Instructor does not provide any repair or technical support beyond class-related coursework.</p>	
<p style="text-align: center;"><u>* CRAFT WORKSHOP</u> (Volunteer Craft Instructors Welcome!)</p> <p>Senior Center craft supplies are limited participants are encouraged to bring their own supplies if possible. Most craft supplies may be purchased at local vendors. A list of local vendors will be posted at the center. <u>Crocheting, Knitting, Scrapbooking Sewing, Garment Embellishment, Card/Envelope Making & more</u></p>			 <p style="text-align: center;">Bridge- Tuesday 1:00PM-3:00PM & Friday 10:00 AM – 12:00</p>	

All Activities Are Held At 4505 N. Ocean Boulevard – Call 954-771-2852, Director

Exhibit "C"



Lauderdale By The Sea Senior Center

4505 N. Ocean Boulevard • Lauderdale By The Sea • Florida • 33308

Office: (954) 771-2852 Cell: (954)-548-4219

Performance Review

Fiscal Year - October 2009-September 2010

Registrations	Month	Cumulative Period
	<u>June</u>	10/08- 09/09
Lauderdale By The Sea Residents		
Non-Residents		
Total Registrations		

Participation		
Lauderdale By The Sea Residents		
Non-Residents		
<u>Total Activity Participation</u>		

Volunteer Involvement			
Lauderdale By The Sea Volunteers			
Non-Resident Volunteers			
<u>Total Number of Volunteers & Hours</u>			
			Cumulative Volunteer Hours

Scheduled Class Activities		Cumulative Scheduled Class Activities
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Director

Exhibit "D"

Senior Center 2008-2009 Fiscal Year Registrations

Registered	Last Name	First Name	Address	Phone #	Ethnicity	Racial Data	Income Data
10\01\08	Doe	John	4501 Ocean Dri	954-776-0576	?	?	Moderate Income